

STEIN/O

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK

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 :
 THE PINNACLE FUND, L.P., PINNACLE CHINA
 FUND, L.P., ATLAS CAPITAL MASTER FUND,
 L.P., ATLAS CAPITAL (Z.P.), L.P., WESTPARK
 CAPITAL, L.P., SANDOR CAPITAL MASTER
 FUND L.P., VISION OPPORTUNITY MASTER FUND,
 LTD., HELLER FAMILY FOUNDATION, JAYHAWK
 PRIVATE EQUITY CO-INVEST FUND, L.P., and
 JAYHAWK PRIVATE EQUITY FUND, L.P.,
 :

Plaintiffs,

-against-

EQUICAP INC., USUNCO AUTOMOTIVE LTD.,
 vFINANCE INVESTMENT, INC., and PETER WANG,
 :

Defendants.
 -----X

08-CV- 9008 (SHS)

ECF CASE

STIPULATION OF DISCONTINUANCE WITH PREJUDICE

Plaintiffs The Pinnacle Fund, L.P., Pinnacle China Fund, L.P., Atlas Capital Master Fund, L.P.,
 Atlas Capital (Z.P.), L.P., Westpark Capital, L.P., Sandor Capital Master Fund L.P., Vision
 Opportunity Master Fund Ltd., Heller Family Foundation, Jayhawk Private Equity Co-Invest
 Fund, L.P. and Jayhawk Private Equity Fund, L.P. (the "Plaintiffs"); and defendants Equicap
 Inc., Usunco Automotive Ltd. ("Usunco"), Peter Wang and vFinance Investment, Inc.
 ("vFinance") (the "Defendants") by and through their undersigned attorneys, jointly file this
 Stipulation:

NOW THEREFORE IT IS HEREBY STIPULATED AND AGREED, by and
 between the undersigned, who have been duly authorized by Plaintiffs and Defendants to enter
 into this Stipulation as follows:

1. Plaintiffs and Defendants agree that this action is hereby dismissed with prejudice pursuant to Fed. R. Civ. P. 41(a)(1)(A)(ii).

2. Each party shall bear its own costs and expenses, it being understood that this Stipulation shall not affect vFinance's indemnification rights against Usunco pursuant to the January 29, 2007 letter agreement between vFinance and Usunco, and Exhibit A thereto.

3. This stipulation may be executed in one or more counterparts, each of which shall be deemed an original but all of which together will constitute one and the same instrument.

Dated: New York, New York
July , 2009

WINSTON & STRAWN LLP

By: Gerry Silver
Gerry Silver (GS)

200 Park Avenue
New York, New York 10166
Phone: (212) 294-6700

Attorneys for Plaintiffs

GOLENBOCK EISEMAN ASSOR BELL
& PESKOE LLP

LAX & NEVILLLE LLP

By: _____
Jeffrey T. Golenbock (JG 2217)

By: _____
Brian Neville (BN 8251)

437 Madison Avenue - 35th fl.
New York, New York 10022
Phone: (212) 907-7300

1412 Broadway, Suite 1407
New York, NY 10018
Phone: (212) 696-1999

*Attorneys for Defendants Equicap, Inc.
Usunco and Peter Wang*

Attorneys for Defendant vFinance

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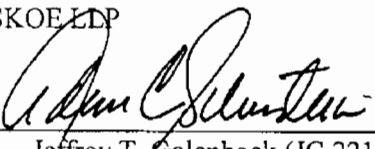
WINSTON & STRAWN LLP

By: _____
Gerry Silver (GS)

200 Park Avenue
New York, New York 10166
Phone: (212) 294-6700

Attorneys for Plaintiffs

GOLENBOCK EISEMAN ASSOR BELL
& PESKOE LLP

By:  _____
Jeffrey T. Golenbock (JG 2217)
Adam C. Silverstein (AS 4876)

437 Madison Avenue - 35th fl.
New York, New York 10022
Phone: (212) 907-7300

*Attorneys for Defendants Equicap, Inc.
Usunco and Peter Wang*

LAX & NEVILLLE LLP

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Brian Neville (BN 8251)

1412 Broadway, Suite 1407
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GOLENBOCK EISEMAN ASSOR BELL
& PESKOE LLP

By: _____
Jeffrey T. Golenbock (JG 2217)

437 Madison Avenue - 35th fl.
New York, New York 10022
Phone: (212) 907-7300

*Attorneys for Defendants Equicap, Inc.
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LAX & NEVILLLE LLP

By: _____
Brian Neville (BN 8251)

1412 Broadway, Suite 1407
New York, NY 10018
Phone: (212) 696-1999

Attorneys for Defendant vFinance

8/4/09
SD ORDERED

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